

EXHIBIT “B”



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VIA EMAIL (NEWYFAXENF@EEOC.GOV)

June 25, 2020

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
NEW YORK DISTRICT OFFICE
33 WHITEHALL STREET
NEW YORK, NY 10004

Equal Employment Opportunity Commission
NY District Office
Received June 26, 2020

Attn: Federal Investigator

Re: Cely Castillo v. Plaza Motors of Brooklyn, Inc., John Rosatti, Adam Rosatti, and Luis Simeoli.

Plaintiff, CELY CASTILLO, (hereinafter "Plaintiff" or "Ms. Castillo"), by and through her attorneys, SHALOM LAW, PLLC., is hereby complaining of Defendants, PLAZA MOTORS OF BROOKLYN, INC. (hereinafter, "Plaza"), JOHN ROSATTI, ADAM ROSATTI, and LUIS SIMEOLI (hereinafter "Mr. Simeoli"), (collectively hereinafter "Defendants") for violations of the New York State Human Rights Law (NYSHRL) (N.Y. Exec. §§ 290 to 301); and the New York City Human Rights Law (NYCHRL) (N.Y.C. Admin. Code §§ 8-101 to 8-703). Plaintiff is seeking damages to redress the injuries she suffered as a result of sex-based discrimination in the workplace and a hostile work environment resulting from the egregious sexual harassment of Mr. Simeoli. Plaintiff further complains of retaliation for exercising her statutory rights and complaining of the discrimination and sexual harassment.

SUPPLEMENTAL STATEMENT OF FACTS

1. Plaintiff was and is a resident of the State of New York, County of Brooklyn.

2. That at all times relevant, Plaintiff was hired and employed as a Lease Return Manager for Defendant Plaza at the "Plaza Auto Mall" location, located at 2740 Nostrand Ave, Brooklyn, New York 11210.
3. Plaintiff's "sex" is female, which is protected from discrimination and retaliation by the NYSHRL § 292.
4. Plaintiff's "sex" is also protected from discrimination and retaliation within the meaning of the NYCHRL § 8-102.
5. Defendant PLAZA MOTORS OF BROOKLYN, INC., is a for-profit entity duly organized and operating in the State of New York.
6. At all time herein relevant, Defendant REGUS MANAGEMENT GROUP, LLC was an employer within the meaning of the New York State and New York City Human Rights Laws.
7. Plaintiff was initially hired by Defendant Plaza as a full-time Receptionist on April 27, 2013.
8. In her seven years working for Plaza, Plaintiff climbed the tiers of jobs to eventually become a Lease Return Manager, a position she held at all times herein relevant.
9. At all times herein relevant, Plaintiff was a stellar employee during her employment at Defendant Plaza's "Plaza Auto Mall" location.
10. At all times herein relevant, Plaintiff satisfactorily performed her duties and responsibilities during her employment with Defendant Plaza.
11. Upon information and belief, Plaintiff's work performance was above average, as she met her monthly sales goals month after month during her employment with Defendant Plaza, up until the Defendants' discriminatory conduct.
12. That at all times herein relevant, during Plaintiff's employment with Defendants, Plaintiff had no sort of consensual sexual relationship with her coworker and Used Car Manager for Plaza, Defendant Luis Simeoli ("Mr. Simeoli).

13. At all times herein relevant, Plaintiff had a significant other who was not Mr. Simeoli.
14. Further, at all times herein relevant, Mr. Simeoli had a significant other who was not Ms. Castillo.
15. However, despite both Plaintiff and Mr. Simeoli having significant others, Plaintiff became the target of an egregious discriminatory scheme of sexual harassment by Mr. Simeoli.
16. At all times herein relevant during Mr. Simeoli's scheme of harassment, Plaintiff's superiors at Plaza were Defendants Mr. Adam Rosatti and Mr. John Rosatti.
17. Despite the Rosattis' supervisory role over Plaintiff, neither of these Defendants stepped in to stop Mr. Simeoli's sexual harassment. Instead, the Rosattis were continuously complicit in the harassment, and even at times actively participated in furthering the harassment.
18. For years of her employment with Defendants, Plaintiff was consistently subjected to a hostile work environment due to Defendant Mr. Simeoli's constant, unreprimed sexual harassment
19. Specifically, Plaintiff was subjected to flagrant sexual comments and actions by Defendant Mr. Simeoli, including **inappropriate grabbing and touching in the workplace at Plaza, sexual comments at Plaza about Plaintiff's body, and texts containing nonconsensual photographs of Mr. Simeoli's naked penis and unsolicited descriptions of the sexual acts Mr. Simeoli wanted to perform on Plaintiff.**
20. Plaintiff attempted to place a stop to such discriminatory conduct on her own by repeatedly begging Mr. Simeoli to stop harassing her, calling his conduct inappropriate and pointing out that they both had significant others.
21. However, Mr. Simeoli refused to reign in his harassment, and instead informed Plaintiff that he could not, and would not, stop sexually harassing her because **he could not resist her.**
22. Although Plaintiff asked Mr. Simeoli to stop harassing her on multiple occasions, the unwanted sexual comments and actions persisted.

23. Finally, in August of 2019, Plaintiff received a text from Plaza Executive Assistant Cathy D'Gicogio asking Plaintiff to come to a meeting with Mr. Simeoli's girlfriend and Ms. Vera Nuhi ("Ms. Nuhi") of Plaza's Human Resources ("HR") Department.
24. In this meeting, Plaintiff finally reported Mr. Simeoli's egregious sexual harassment to Ms. Nuhi. Unfortunately, however, Ms. Nuhi only responded to Plaintiff's complaint by **reprimanding her** and telling her **"to stay away from [Mr. Simeoli]."**
25. Upon information and belief, Defendants failed to take any action against Defendant Mr. Simeoli to address the situation or to reprimand him for his conduct.
26. Instead, Defendants ignored Plaintiff's complaint and punished her with a pay cut just days after she raised her concerns about Mr. Simeoli's harassment.
27. Defendants were aware of Mr. Simeoli's egregious sexual conduct that was occurring at the workplace but failed to address and deliberately turned a blind eye.
28. As if that was not enough, on or about May 19, 2020, after Plaintiff had already endured a pay cut and had struggled to make ends meet since the arrival of COVID-19, Plaintiff contacted Defendants to request fairer pay.
29. Despite her good faith effort to receive better pay, Plaintiff was again shut down by the Defendants and was thus constructively and wrongfully terminated.
30. Upon information and belief, Plaza intentionally ignored the hostile work environment created by Mr. Simeoli's sexual harassment, and instead orchestrated a course of discrimination and retaliation against Plaintiff to force her out of her job at Plaza.
31. In so doing, Defendants engaged in conduct that will very likely thwart other employees from making complaints of discrimination or sexual harassment to HR for fear of retaliation such as Plaintiff was subjected to.
32. Plaintiff has been unlawfully discriminated against, sexually harassed, humiliated, degraded, and retaliated against in Defendants workplace.

33. As a result of the acts and conduct complained of herein, Plaintiff has suffered and will continue to suffer emotional pain, loss of enjoyment of life, and other non-pecuniary losses. Plaintiff has further experienced severe emotional and physical distress.
34. As a result of the above, Plaintiff has been damaged in an amount which exceeds the jurisdictional limits of all lower Courts.
35. Under information and belief, Defendants' actions and conduct were intentional and intended to harm Plaintiff.
36. As Defendants conduct has been willful, reckless, outrageous, intentional, and/or malicious, Plaintiff also demands punitive damages in an amount, which exceeds the jurisdictional limits of all lower Courts.
37. Furthermore, when Plaintiff sought to remedy her claims in an informal setting with Defendants' counsel, she was unfortunately met only with hostility from Defendants' counsel. Defendants' counsel responded to Plaintiff's good faith attempt at resolving her claims by making wild accusations that her claims were frivolous and her relationship with Mr. Simeoli was indeed a consensual sexual relationship, despite all evidence to the contrary.
38. Accordingly, Plaintiff also requests attorney's fees, costs, disbursements, and expenses incurred in the prosecution of this action.
39. Finally, Plaintiff also requests such other relief as the Court may deem just and proper to remedy Defendants' unlawful employment practices.

SHALOM LAW, PLLC

/s/ Jonathan Shalom

Jonathan Shalom, Esq.

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ATTORNEYS FOR PLAINTIFF



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*****CONFIDENTIAL COMMUNICATION*****

VIA EMAIL (ADAM@PLAZACARS.COM)

June 5, 2020

PLAZA MOTORS OF BROOKLYN, INC.
2740 NOSTRAND AVE
BROOKLYN, NEW YORK 11210

Attn: Adam Rosatti

Re: **Cely Castillo v. Plaza Motors of Brooklyn, Inc., John Rosatti, Adam Rosatti and Luis Simeoli.**

Mr. Rosatti:

We have been retained to represent the interests of Cely Castillo (hereinafter "Ms. Castillo")- your former Lease Return Manager and employee. Ms. Castillo has relayed to us a series of facts and showed us a number of handwritten notes and text messages that indicate that multiple employment laws were violated and that Ms. Castillo was a victim of sexual harassment during her period of employment with Plaza Motors of Brooklyn, Inc., (hereinafter "Plaza Auto Mall").

We have evidence in our possession that establishes that during her employment with Plaza Auto Mall, Ms. Castillo was subjected to severe and repetitious sexual harassment from her co-worker and manager, Luis Simeoli. We have proof that on an almost daily basis, Mr. Simeoli sexually harassed Ms. Castillo with highly inappropriate sexual conduct and behavior, including **explicit comments about touching his penis while "thinking of [her]," invasive, nonconsensual conduct like grabbing and squeezing Ms. Castillo's butt in the workplace, (see Exhibit A), and sending Ms. Castillo unsolicited pictures of his naked penis, (see Exhibit B).** Ms. Castillo repeatedly begged Mr. Simeoli to stop harassing her with this sexual behavior, **but he refused, despite her pleading – and despite the fact that he had a girlfriend.**

To make matters worse, we have evidence that when Mr. Simeoli's conduct was discovered by Plaza Auto Mall and others at the workplace, including Mr. Adam Rosatti and Ms. Soraya Janner, however, it was Ms. Castillo who was punished and retaliated against. Instead of protecting Ms. Castillo from her harasser, we have evidence that Plaza Auto Mall and its agents and employees instead **retaliated against Ms. Castillo** by cutting her salary, warning her to "stay away from [Mr. Simeoli]," and threatening to terminate her if the issues between she and Mr. Simeoli continued. However, Mr. Simeoli



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was never reprimanded by anyone at Plaza Auto Mall, so thereafter, Mr. Simeoli's sexual harassment continued, although the victimized Ms. Castillo had no means of recourse to put an end to it.

The unlawful conduct perpetrated by Plaza Auto Mall, Mr. Adam Rosatti and its agents and employees, was egregious, and has substantially damaged Ms. Castillo mentally, emotionally, physically and monetarily.

We are hopeful that we can resolve this matter through an amicable resolution of these claims that we intend to pursue on Ms. Castillo's behalf. In this regard, we are herewith offering to settle any and all claims, allegations, and disputes arising during our client's employment and separation thereof with Plaza Auto Mall for a gross settlement payment of two hundred and fifty thousand (\$250,000.00). If you are interested in a non-public, pre-litigation resolution you are encouraged to have counsel contact us within the next 7 days. If we do not hear from you within 7 days from today we will pursue all available remedies on Ms. Castillo's behalf without further notice. We remind you that Ms. Castillo is formally retained by our firm and that all future communication shall be directed to our attention.

In the meantime, please take all reasonable steps to preserve and retain all hard copy and electronically stored information (including metadata). This communication is written without waiver of or prejudice to our client's rights or remedies, all of which are expressly reserved.

We look forward to resolving this matter expeditiously.

Sincerely yours,

/s/Jonathan Shalom

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ATTORNEYS & COUNSELLORS AT LAW

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Luis pls no me vuelvas agarrar
las pompis y menos en el
trabajo

Y si Adama ve esa cámara y yo
pierdo mi trabajo

Ok es que no puedo resistirme

They are to much

Lol

Exhibit A



ATTORNEYS & COUNSELLORS AT LAW

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Spanish - detected ▼



English ▼

Luis pls no me
vuelvas agarrar
las pompis, y
menos en el
trabajo
Y si Adama ve
esa camara y yo
pierdo mi trabajo

Ok es que no
puedo resitirme
They are to much
Lol|



Luis pls do not turn to
grab my booties, and
less at work
And if Adama sees
that camera and I lose
my job

Ok i can't resist
They are to much
LOL

Exhibit A - translated



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Exhibit B



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Spanish - detected ▼



English ▼

Te gusta tu
salami ?



Do you like your
salami?



[Open in Google Translate](#)

[Feedback](#)

Exhibit B - translated



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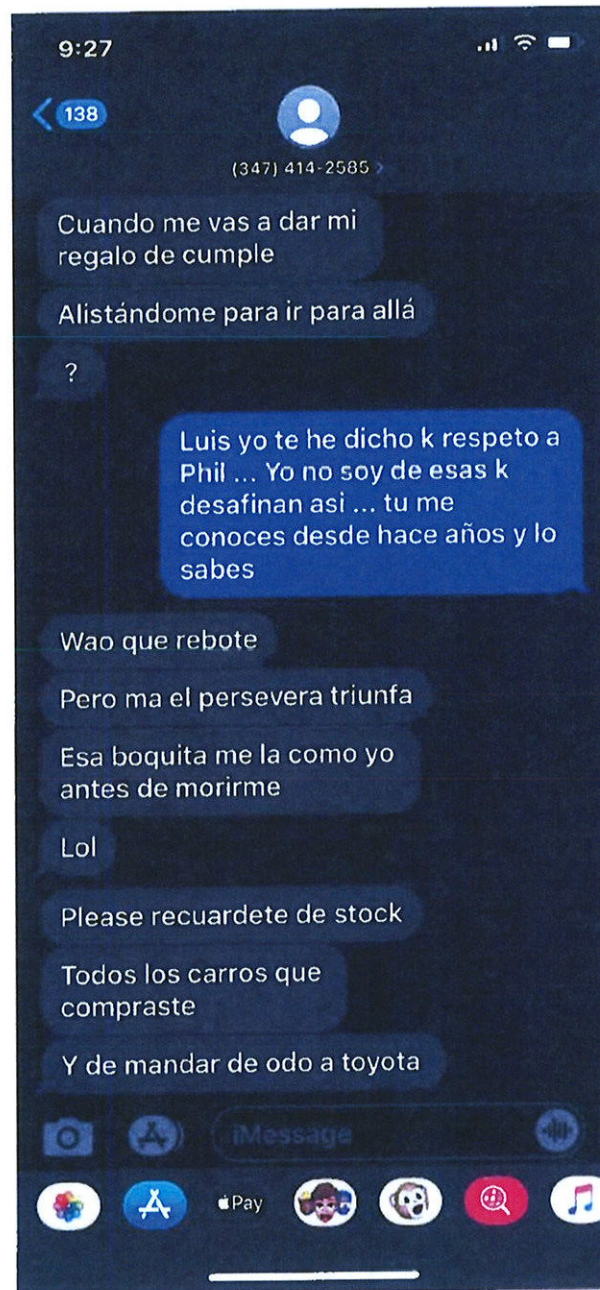


Exhibit C



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cuando me vas a dar mi regalo de cumple	× when are you going to give me my birthday present
alistadonme para ir para alla	get ready to go there
Luis yo te he dicho k respeto a Phil ... yo no soy de esas k desafinan asi ... tu me conoces desde hace anos y lo sabes.	Luis, I have told you respect for Phil ... I am not one of those people who are out of tune like that ... you have known me for years and you know it.
wao que rebote pero ma el persevera triunfa esa boquita me la como yo antes de morirme lol please recaurdete de stock todos los carros que compraste y de mandar de odo a toyota	wao bounce but he perseveres triumphs That little mouth I eat before I die LOL please recall stock all the cars you bought and send odo to toyota

Exhibit C - translated



Phone: (718) 971-9474 | **Fax:** (718) 865-0943 | **Email:** Jshalom@JonathanShalomLaw.com
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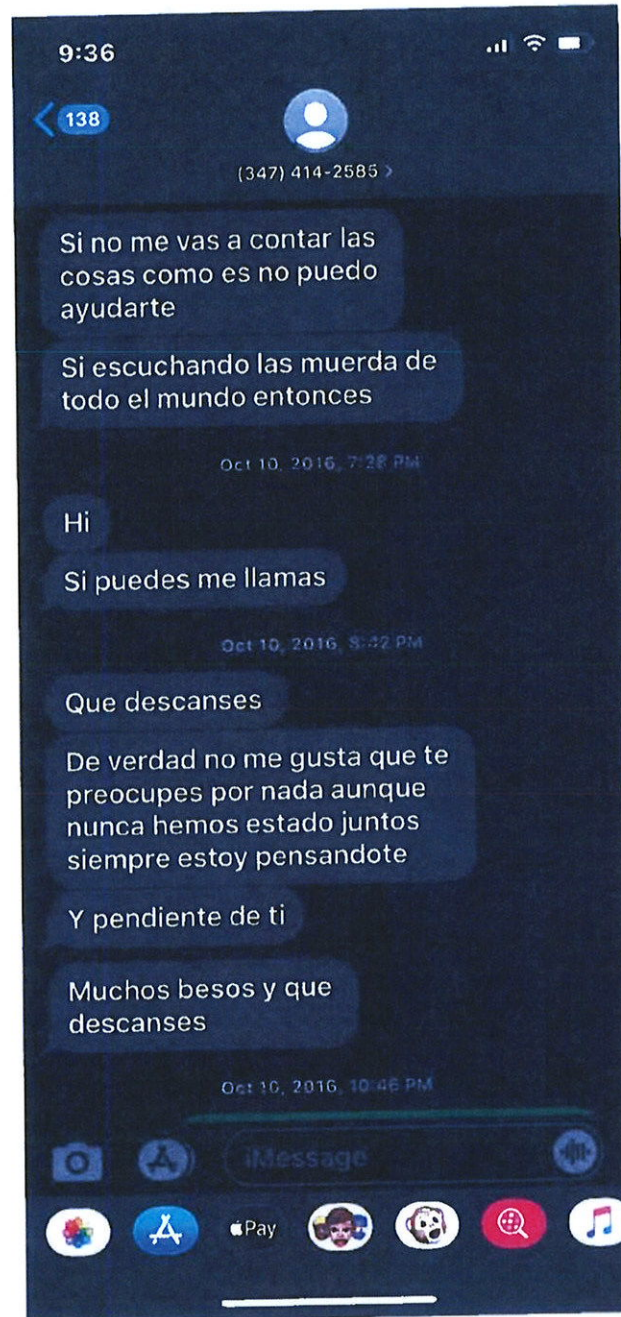


Exhibit D



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Spanish - Selection	English
si no me vas a contar las cosas como es no puedo ayudarte si escuchando las muerda de todo el mundo entonces	x If you are not going to tell me how it is, I cannot help you if listening to the bites of everyone then
hi	hi
si puedes me llamas	if you can call me
que descanses de verdad no me gusta que te preocupes por nada aunque nunca hemos estado juntos siempre estoy pensandote	what do you think I really don't like you worrying about anything even though we've never been together I'm always thinking of you
y pendiente de ti	and pending you
muchos besos y que descanses	many kisses and rest

Exhibit D - translated